LING & ROBINSON

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Brent T. Robinson, Esq. LING & ROBINSON Attorneys at Law P.O. Box 396 83350 Rupert, Idaho Telephone No. (208) 436-4717 Facsimile No. (208) 436-6804 Idaho State Bar No. 1932

U.S. COURTS 01 NOV 30 FH 1: 37 EGREVALLS FRANCE

Attorney for Debtors

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF IDAHO

Case No. 99-41532 In Re:

(Chapter 12)

STIPULATION FOR MODIFICATION LEO "BRUCE" ROBBINS and OF CHAPTER 12 PLAN AND ORDER HEIDT ROBBINS, CONFIRMING THE PLAN Debtors.

COME NOW the debtors by and through their attorney, Brent T. Robinson of the firm Ling & Robinson; Key Bank by and through its attorney, Louis Uranga of the firm Uranga & Uranga; and the Chapter 12 Trustee, Forrest P. Hymas, and with respect to the debtors' motion to modify their confirmed Chapter 12 Plan and the Order confirming the plan, do hereby stipulate and agree as follows:

1. That the terms and provisions of the debtors' confirmed plan and/or order confirming the plan pertaining to the payment to be made to Key Bank in the amount of fifty (50) percent of any proceeds received from the sale of cattle in

RUPERT, IDAHO 83350-0396

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

excess of the monthly projection of \$18,150, shall be modified to provide as follows:

- With respect to the payment of one-half of the excess for the month of October 2001, which is the sum of \$4,793.73, debtors shall pay Key Bank one-half thereof, namely, the sum of \$2,396.87;
- Commencing with the month of November 2001 and b. continuing through the month of February 2002, instead of paying one-half of the excess funds over \$18,150 to Key Bank, the amount of Trustee shall payment to the increased from \$1,405 to \$2,000 per month; and
- Commencing with the month of March 2002, C. payment of one-half the for provisions proceeds in excess of \$18,150 to Key Bank shall However, debtors reserve the be reinstated. right to file a motion to modify the plan at that time and seek to modify the terms of the plan as to the provisions for payment to Key Bank, and allow the Court to determine whether such motion is appropriate at that juncture.
- That the excess funds which otherwise would have 2. been paid to Key Bank during the months of November and December 2001 and January and February 2002 shall be used by the debtors to satisfy outstanding accounts payable incurred for fertilizer, chemicals, seed, and livestock purchases. The debtors' monthly reports to the Trustee shall note how said funds are used.

NOV-20-2001 TUE 04:00 F ING NIELSON ROBINSON

FAX NO. 43

P. 04/04

DATED this ____ day of November 2001. LING & ROBINSON DATED this 3/ day of November 2001. URANGA & URANGA 10 11 DATED this ____ day of November 2001. 12 13 LING & ROBINSON ATTORNEYS AT LAW 14 Forrest P. Hymas Chapter 12 Trustee 15 16 17 18 19 20 21 22 23 24 25 26 27 28

NOV-20-2001 TUE 03:57 PM LING NIELSON ROBINSON

FAX NO. 4366804

P. 04/04

DATED this ____ day of November 2001. LING & ROBINSON By Brent T. Robinson DATED this _____ day of November 2001. URANGA & URANGA By Louis Uranga DATED this _____ day of November 2001. LING & ROBINSON